

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER P-5-P2-65-F6-A00 001		PAGE 1 OF 56	
2. CONTRACT NO.		3. AWARD.EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER TIRWR-05-Q-00007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHU, STEPHANIE C				b. TELEPHONE NUMBER (No collect calls) 415-848-4733	
9. ISSUED BY DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROCUREMENT BR 333 MARKET STREET, SUITE 1400 SAN FRANCISCO , CA 94105-2115				CODE IRS0093B		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100%FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS:492110 SIZE STANDARD:1,500	
						11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Internal Revenue Service Ogden Service Center 1160 West 1200 South Street Ogden, UT 84201				CODE 84201001		16. ADMINISTERED BY DEPARTMENT OF TREASURY (DY) INTERNAL REVENUE SERVICE, PROCUREMENT BR 333 MARKET STREET, SUITE 1400 SAN FRANCISCO , CA 94105-2115	
17a. CONTRACTOR/ OFFEROR TO ALL OFFERORS				CODE 00055905		FACILITY CODE	
						18a. PAYMENT WILL BE MADE BY IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 256-6000 Beckley, WV 25802	
TELEPHONE NO.							
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
0001		BASE YEAR: 12/15/2004 – 12/14/2005 BASIC SERVICES: The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services for the Internal Revenue Service (IRS) in accordance with the attached Performance Work Statement (PWS). Transporting services includes transporting of documents and remittances to and/or from the IRS Ogden Campus Main Building, 1160 W. 1200 S., Ogden, UT and the IRS ARKA <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		12.00		MO	
						23. UNIT PRICE (US\$) \$ _____	
						24. AMOUNT (US\$) \$ _____	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u> </u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	
<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____, OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATED SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	
						31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
0002	(CONTINUE) Building, 1973 N. Rulon White Blvd., Ogden, UT. Services include loading and unloading of materials being transported. The contractor shall be bonded for a million dollars throughout the performance period. ADDITIONAL SERVICES: {PRICE PER RUN} The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services in addition to the services specified herein for the BASIC SERVICES. The total anticipated (not guaranteed) number of "truck runs" of additional services that may be ordered during a performance period will not exceed 104 runs.	1.00	EA	\$ _____	\$ _____
1001	OPTION PERIOD #1: 12/15/2005 – 12/14/2006 BASIC SERVICES: The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services for the Internal Revenue Service (IRS) in accordance with the attached Performance Work Statement (PWS). Transporting services includes transporting of documents and remittances to and/or from the IRS Ogden Campus Main Building, 1160 W. 1200 S., Ogden, UT and the IRS ARKA Building, 1973 N. Rulon White Blvd., Ogden, UT. Services include loading and unloading of materials being transported. The	12.00	MO	\$ _____	\$ _____

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER				
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY	
<input type="checkbox"/>				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42.a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (<i>Location</i>)	
			42.c DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) contractor shall be bonded for a million dollars throughout the performance period.				
1002	ADDITIONAL SERVICES: {PRICE PER RUN} The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services in addition to the services specified herein for the BASIC SERVICES. The total anticipated (not guaranteed) number of "truck runs" of additional services that may be ordered during a performance period will not exceed 104 runs.	1.00	EA	\$ _____	\$ _____
2001	OPTION PERIOD #2: 12/15/2006 – 12/14/2007 BASIC SERVICES: The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services for the Internal Revenue Service (IRS) in accordance with the attached Performance Work Statement (PWS). Transporting services includes transporting of documents and remittances to and/or from the IRS Ogden Campus Main Building, 1160 W. 1200 S., Ogden, UT and the IRS ARKA Building, 1973 N. Rulon White Blvd., Ogden, UT. Services include loading and unloading of materials being transported. The contractor shall be bonded for a million dollars throughout the performance period.	12.00	MO	\$ _____	\$ _____
2002	ADDITIONAL SERVICES: {PRICE PER RUN} The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services in addition to the services specified herein for the BASIC SERVICES. The total anticipated (not guaranteed) number of "truck runs" of additional services that may be ordered during a performance period will not exceed 104 runs.	1.00	EA	\$ _____	\$ _____
3001	OPTION PERIOD #3: 12/15/2007 – 12/14/2008 BASIC SERVICES: The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services for the Internal Revenue Service (IRS) in accordance with the attached Performance Work Statement (PWS). Transporting services includes transporting of documents and remittances to and/or from the IRS Ogden Campus Main Building, 1160 W.	12.00	MO	\$ _____	\$ _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) 1200 S., Ogden, UT and the IRS ARKA Building, 1973 N. Rulon White Blvd., Ogden, UT. Services include loading and unloading of materials being transported. The contractor shall be bonded for a million dollars throughout the performance period.				
3002	ADDITIONAL SERVICES: {PRICE PER RUN} The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services in addition to the services specified herein for the BASIC SERVICES. The total anticipated (not guaranteed) number of "truck runs" of additional services that may be ordered during a performance period will not exceed 104 runs.	1.00	EA	\$ _____	\$ _____
4001	OPTION PERIOD #4: 12/15/2008 – 12/14/2009 BASIC SERVICES: The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services for the Internal Revenue Service (IRS) in accordance with the attached Performance Work Statement (PWS). Transporting services includes transporting of documents and remittances to and/or from the IRS Ogden Campus Main Building, 1160 W. 1200 S., Ogden, UT and the IRS ARKA Building, 1973 N. Rulon White Blvd., Ogden, UT. Services include loading and unloading of materials being transported. The contractor shall be bonded for a million dollars throughout the performance period.	12.00	MO	\$ _____	\$ _____
4002	ADDITIONAL SERVICES: {PRICE PER RUN} The Contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services in addition to the services specified herein for the BASIC SERVICES. The total anticipated (not guaranteed) number of "truck runs" of additional services that may be ordered during a performance period will not exceed 104 runs.	1.00	EA	_____	_____

Performance Work Statement (PWS) Transportation Services

1. DESCRIPTION OF SERVICES:

The contractor shall furnish all labor, supervision, equipment, materials, and vehicle necessary to provide transporting services for the Internal Revenue Service (IRS).

Transporting services include transporting of documents and remittances to/from the IRS Ogden Campus Main Bldg., 1160 W. 1200 S., Ogden, UT and the IRS ARKA Bldg., 1973 N. Rulon White Blvd., Ogden, UT. Services include loading and unloading of materials being transported. The contractor shall be bonded for a million dollars throughout the performance period.

2. SCOPE OF WORK

Two People, Dedicated Truck Route:

- A. (1) The contractor shall provide two scheduled truck runs each day and may be called to perform additional runs when needed (see Additional Services, paragraph 10 below). Services will be between the following buildings:

IRS- Ogden Campus Main Bldg.
1160 W. 1200 S.
Ogden, UT 84201

IRS- ARKA Bldg.
1973 N. Rulon White Blvd.
Ogden, UT 84404

- (2) The contractor personnel shall load, unload, transport truckloads of pallets and rolling stock items (war wagons (carrying remittances), batch carts,

gurneys, KC carts, and mail cages), Monday through Friday, according to the schedule. Items will contain remittances, tax returns, supply items, etc. IRS personnel will determine priority of items to be transported at both locations. All freight will be located in the dock area.

SCHEDULE A:

Depart Main Bldg	Arrive ARKA Bldg.	Depart ARKA Bldg.	Arrive Main Bldg
4:00 am	4:10 am	4:30 am	4:40 am
8:00 pm	8:10 pm	8:30 pm	8:40 pm

(3) Description of duties for each run indicated in the schedule above:

- (a) The contractor shall arrive at IRS Ogden Campus Main Bldg. 15 minutes prior to first departure time listed in the schedule above, and obtain proper security clearance (clearance procedures will be given upon award of contract). Back the truck into an available warehouse dock space. Load any items tagged for ARKA Bldg, which must include the empty ARKA war wagon (pickle). Depart the Ogden Campus Main Bldg.
- (b) At ARKA Bldg., the contractor shall obtain proper security clearance (clearance procedures will be given upon award of contract), and back into available dock space. Deliver and unload the items to the ARKA Bldg. dock area. Load all designated items for the Ogden Campus Main Bldg., which must include a full, padlocked ARKA war wagon (pickle). Depart the ARKA Bldg.
- (c) At the Ogden Campus Main Bldg., obtain property security clearance (clearance procedures will be given upon award of contract), and back into an available warehouse dock space. Unload truck. Deliver the full ARKA war wagon (pickle) to the designated IRS Deposit location (Deposit employee must be present). Pickup an empty ARKA war wagon (pickle) and take it to the dock area to be left there for the next ARKA run.

NOTE: Items to be transported will be identified by IRS personnel. Each trip **MUST** include an ARKA war wagon (pickle) as indicated in description of duties above.

- B. (1) The contractor shall provide one scheduled truck run each day. Services will be performed Sunday through Thursday, between the following buildings:

USPS- Main Bldg.
3680 Pacific Ave.
Ogden, UT 84403

IRS- ARKA Bldg.
1973 N. Rulon White Blvd.
Ogden, UT 84404

- (2) The contractor personnel shall transport truckloads of mail cages, Sunday through Thursday, according to the schedule. All freight will be located in the dock area at the Post Office.

SCHEDULE B:

Depart Ogden USPS Office Bldg	Arrive ARKA Bldg.	Depart ARKA Bldg.
11:45 pm	12:01 am	12:30 am

- (3) Description of duties for truck run indicated in the schedule above:

- (a) The contractor shall arrive at Ogden USPS Office Bldg. 15 minutes prior to departure time listed in the schedule above. Load any items tagged for ARKA Bldg. Depart the Ogden USPS Office Bldg. Items cannot be delivered to the ARKA Bldg. prior to 12:01 am.
- (b) At ARKA Bldg., obtain proper security clearance (clearance procedures will be given upon award of contract), and back into available dock space. Deliver and unload the items to the ARKA Bldg. dock area.

<i>Performance Standards</i>	PWS	Method of Surveillance	Acceptable Quality Level
Daily scheduled truck run are performed in accordance with the schedule specified.	Schedule A Schedule B	Unscheduled Inspection	100%
Contractor arrives at IRS Ogden Campus and Ogden USPS Office each start of daily scheduled run at least 15 minutes prior to departure time	2.A.(3)(a) 2.B.(3)(a)	Unscheduled Inspection and/or validated customer complaint	100%
Upon arrival to destination, contractor obtains required security clearance	2.B.(3)(b) 2.B.(3)(b)	Unscheduled Inspection and/or validated customer complaint	100%

3. FACILITY ENTRY REQUIREMENT:

Entry to dock area is required at the ARKA Bldg. Entry to the Deposit Office is required at the IRS Ogden Campus Main Bldg. IRS ID Badges will be required at the Main Bldg. IRS Deposit Employee must be present for office entry by the contractor.

4. CONTRACTOR FURNISHED PROPERTY/EQUIPMENT:

A. Minimum transport vehicle shall be a box van, 33,000 Gross Weight Rating with 22 feet of cargo area length. The vehicle will need e-rails and cinch straps for the cargo area to secure items of varying sizes.

B. The vehicle doors must be able to lock from within.

C. The contractor shall furnish their own pallet jack to transport pallets.

	PWS	Method of Surveillance	Acceptable Quality Level
<i>Performance Standards</i>			
Transport vehicle is in accordance with the specification stated herein	4.A & 4.B	Unscheduled Inspection	100%
Materials being transported are properly secured during transport.	4.A	Unscheduled Inspection	98%
Contractor provides necessary equipment for loading and unloading materials to be transported	4.C	Unscheduled Inspection and validated customer complaint	100%

5. CONTRACT PERSONNEL REQUIREMENTS:

A. One week prior to start of contract performance, the contractor shall provide the names, addresses, social security numbers, and photo identification of all drivers that will be performing under the contract.

B. The contractor personnel shall hold a valid Class B Commercial Driver's License.

- C. Drivers must receive prior security clearance from the Physical Security office and must gain clearance through the National Background Investigation Center (NBIC) background investigation process before performing any work under this contract.
- D. The contractor shall adhere to paragraphs A, B and C above for all replacement personnel.

<i>Performance Standards</i>	PWS	Method of Surveillance	Acceptable Quality Level
Contractor timely provides the names, addresses, social security numbers, and photo identification of all drivers performing under the contract.	5.A	Unscheduled Inspection	100%
The contractor drivers hold valid Class B Commercial Driver's License.	5.B	Unscheduled Inspection	100%
The contractor drivers have received and gained the required security clearances prior to performing under the contract.	5.C	Unscheduled Inspection	100%

6. NOTIFICATION TO THE IRS:

- A. The contractor shall notify IRS personnel within one hour of accidents or theft/damage of government property being transported. IRS contact names and phone numbers will be provided to the contractor upon contract award.
- B. The Government shall reserve the right to inspect vehicles and/or drivers to ensure government property is properly safeguarded during transit and is consistent with the specifications in the contract.

7. BONDING/INSURANCE REQUIREMENTS:

- A. The contractor shall secure a bond in the amount of one million dollars (1,000,000.00), to cover replacement and reconstruction of lost, destroyed, stolen, or damaged IRS documents including remittances.

- B. The contractor must submit to the IRS Point of Contact (POC), evidence of insurance and must give written notice to IRS thirty days in advance of any reduction in or cancellation of insurance policy(s), and must provide a copy of any renewal policy no less than 15 days prior to the expiration of any current policy on file.
- C. The contractors must understand and adhere to the following language:

As an independent contractor, (courier company name), under contract with Submission Processing Center, I fully understand that much of the information that is provided to (courier company name) and its employees is privileged and legally and administratively restricted and falls under the provisions of the Privacy Act of 1974 and the Internal Revenue Code (IRC), Sections 6103, 7213, and 7431. The Privacy Act, the Safeguards, and the Criminal/Civil Sanctions paragraphs specify (courier company name) responsibility and liability regarding disclosure of this information. At the expiration of (courier company name) contract with Submission Processing, (courier company name) is required to return all documents in its possession to the Internal Revenue Service.

<i>Performance Standards</i>	PWS	Method of Surveillance	Acceptable Quality Level
Contractor is bonded for \$1,000,000.00	6.A	Unscheduled Inspection	100%
Evidence of Insurance has been submitted timely and written notification to any changes thereof is timely submitted.	6.B	Unscheduled Inspection	100%

8. CONTRACTOR'S RESPONSIBILITY:

- A. Contractor shall have, per Internal Revenue Manual (IRM) requirements, two bonded employees designated and in the vehicle during each truck run.
- B. Contractor shall ensure that all courier service employees designated to transport IRS freight and requiring access to the IRS sites are a U.S. citizen, and are bonded/licensed.
- C. Contractor shall provide the IRS with bonding certifications.
- D. Contractor shall provide IRS, a monthly Contractor Access List (CAL). The CAL must include all employees designated to transport IRS freight, and must be on vendor letterhead. It should include the following information:
 - Employee's Typed Name
 - Employee's Title
 - Employees Signature
 - Employee's Social Security Number
 - Employee's Picture Identification
- E. Contractor shall notify IRS immediately, via fax or email transmission, when an employee has been discharged from his/her duties.
- F. Contractor shall ensure that new hire employees have met above requirements and notify IRS with needed information prior to providing service.
- G. Contractor shall provide IRS with fixed and alternative routes. Drivers must make no additional stops, and cannot perform any other pickup/deliveries, while IRS property is on board the vehicle. Vehicle shall be secured at all times.
- H. Contractor shall deliver government freight immediately after pickup of items, as part of the designated run.
- I. Contractor shall notify IRS immediately if established timeframes cannot be met.

9. GOVERNMENT RESPONSIBILITY:

- A. The IRS will ensure that contractor employees designated to transport IRS freight and requiring access to IRS sites are a U.S. citizen, are bonded, and ensure that verification of identity of contractor employees has been done.
- B. The IRS will designate a place/entrance for contractor employees to access IRS sites to ensure area access is limited to "a need to access only basis".
- C. The IRS will ensure that necessary background investigations are completed and that the CAL is received prior to start of contract, and is updated as needed.
- D. The IRS will ensure that all contract specifications are being met.

10. IRS POINT OF CONTACTS:

Dean Bradshaw (801) 620-6220
Elise Ipson 801-620-6218

11. ADDITIONAL SERVICES:

- A. Additional services are services intended to be used to satisfy the Government's short-term nonrecurring needs for service and they are in addition to the services specified herein for the basic services.
- B. Should continuing need for additional service arise, a contract modification will be negotiated pursuant to the "Changes" clause contained in the contract.
- C. The total anticipated **(not guaranteed)** number of "truck run" of additional services that may be ordered during a performance period will not exceed 104 runs.

11.1. ADDITIONAL SERVICES - ORDERING PROCEDURES:

- A. All Additional Services to be order by the Government on an "as needed" basis, when services required exceeds the basic services.
- B. A unilateral modification to the contract will be issued by the Contracting Officer to provide funding when Additional Services are required by the Government.

Invoice Procedures

To ensure prompt payment of invoices, the Contractor shall provide a proper invoice. A proper invoice as a minimum shall contain the following information:

- Taxpayer Identification Number (TIN)
- Electronic Funds Transfer (EFT) banking information
- Contractor's Name
- Contractor's Address
- Contractor's Telephone/Fax Number
- Purchase Order Number
- Invoice Number
- Date of Invoice
- Detailed Description of Supplies/services rendered during the invoice period, including unit amounts, quantities, and total amounts.

The Contractor's proper invoice shall be submitted as follows:

ORIGINAL INVOICE:

The original invoice shall be submitted for payment purpose to the address indicated in Block 21 – Mail Invoice To, of Optional Form 347 (page 1).

OR

Electronic Invoicing: The IRS accepts valid invoices via email at CFOBFC.InvoiceLink@irs.gov in "read-only formats" such as Adobe pdf., or (Read Only) M/S Word.

DUPLICATE COPY:

One copy of the invoice shall be submitted for receipt and acceptance purposes to the address attention indicated on Block 6 – Ship To, of Optional Form 347 (page 1).

NOTE: Failure on the part of the Contractor in complying with these invoicing instructions may result in delay of payment.

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	(JAN 2004)
52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	(OCT 2003)
52.217-5	EVALUATION OF OPTIONS	(JUL 1990)
52.222-48	EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION	(AUG 1996)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical and past performance, when combined, are

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (MAY 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched

with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) Common parent.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to

exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following): Number of Employees Average Annual Gross Revenues

___ 50 or fewer ___ \$1 million or less
 ___ 51-100 ___ \$1,000,001-\$2 million
 ___ 101-250 ___ \$2,000,001-\$3.5 million
 ___ 251-500 ___ \$3,500,001-\$5 million
 ___ 501-750 ___ \$5,000,001-\$10 million
 ___ 751-1,000 ___ \$10,000,001-\$17 million
 ___ Over 1,000 ___ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either- (A) It o is, o is not certified

by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative

action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products: Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products: Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: Line Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products: Line Item No.

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products: Line Item No. Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products: Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the

List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products. Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the

Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (OCT 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (Mar 1999) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10

U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

— (ii) Alternate I (June 2003) of 52.219-23.

— (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

— (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

— (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

— (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

— (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

— (23)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Oct 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

— (ii) Alternate I (Jan 2004) of 52.225-3.

— (iii) Alternate II (Jan 2004) of 52.225-3.

— (24) 52.225-5, Trade Agreements (Oct 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

— (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

— (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

— (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central

Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a

provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within ten (10) calendar days prior to the expiration date of the purchase order.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months / five (5) years.

(End of clause)

IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

Internal Revenue Service
Office of Financial Applications Support and Technology
P. O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to: CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended. Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

IR1052-01-002 PAID SYSTEM

Access On-line Payment Information. The U. S. Department of Treasury, Financial Management's Payment Advice Internet Delivery (PAID) system provides contractors with invoice payment information included with an Electronic Funds Transfer (EFT) payment made via the Automated Clearing House (ACH) payment system. PAID is free to contractors with Internet access. Registration for the PAID system can be done on-line at <http://fms.treas.gov/paid/> (Note: no "www"). Register using your Taxpayer Identification Number (TIN) and then select a user ID, password, and a specific method of delivery. The PAID webmaster will verify your registration and notify you that your access has been activated within five (5) business days and confirm your acceptance by e-mail. Registered contractors can look up all payments, or search by invoice number, amount, date of payment and other remittance information, such as, interest penalty or discounts taken. Access is limited to your payment data and the

information is available for 60 days beginning the day after your account has been activated. If you have any questions about payment information found on PAID, contact IRS, Beckley Finance Center at (304) 256-6000.

52.204-7 Central Contractor Registration (Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to

an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;

- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

IRSAP 1052.224-9002 Disclosure of Information--Inspection

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the contractor is found to be noncompliant with contract safeguards.

[End of Clause]

IRSAP 1052.224-9005 Disclosure of Information (Jan 1998)

(a) I hereby certify that I will not disclose the identity of the taxpayer (living or deceased) or the property or items to be valued, nor the results of any appraisal unless authorized in writing by the Contracting Officer. I agree that, whether or not a contract is awarded to me, I will keep all information confidential.

(b) If an IRS contract is awarded and it is necessary to allow inspection or to disclose confidential information to perform under the contract, I will request, in writing, authorization from the IRS Contracting Officer to make such inspection or disclosure.

[End of Clause]

IRSAP 1052.224-9006 Nondisclosure of Information

(a) Except as provided elsewhere in this contract, the contractor shall not disclose the identity of the taxpayer or property being appraised, nor the results of the appraisal except to the individual specified in this contract to receive the contractor's report.

(b) Only those inspections or disclosures authorized in writing by the Contracting Officer may be made, and only when it is clearly shown by the contractor that such inspections or disclosures are essential to successfully perform under this contract.

(c) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the

terms of the Default clause (FAR 52.249- 8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

IRSAP 1052.224-9007 Authorization to Make Limited Disclosure

The contractor is authorized to disclose the name and address of the taxpayer and/or the legal description of the property to courts of record or other sources when such disclosures are required in order to adequately accomplish the appraisal. Additional disclosures may be made only when authorized or directed by the Contracting Officer.

[End of Clause]

IRSAP 1052.224-9000(a) Disclosure of Information-Safeguards

In performance of this contract, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(3) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

IRSAP 1052.224-9000(b) Disclosure of Information--Safeguards

In performing the services described herein, the contractor agrees to comply and assume responsibility for compliance by his/her employees with the following requirements:

(1) The films or photo impressions and reproductions made there from shall be used only for the purpose of carrying out the provisions of this contract and information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(2) All the services shall be performed under the supervision of the contractor or his/her responsible employees.

(3) All material received for processing and all processed and reproduced material shall be kept in a locked fireproof compartment in a secure place when not being worked upon.

(4) All spoilage of reproductions made from the film or photo impressions supplied to the contractor shall be destroyed and a written statement under the penalties of perjury shall be submitted to the Contracting Officer that such destruction has been accomplished.

(5) All film, photo impressions, and reproductions made therefrom shall be submitted to the Internal Revenue Service by personal delivery, express mail, first-class mail, parcel post, or bonded carrier.

(6) Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspection or disclosure shall be addressed to the Contracting Officer.

(7) Should the contractor or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR-52.249-8), incorporated herein by reference, may be invoked, and the contractor will be considered to be in breach of this contract.

[End of Clause]

IRSAP 1052.224-9000(c) Disclosure of Information--Safeguards

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

(1) All work shall be performed under the supervision of the contractor or the contractor's responsible employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the contractor at the time the IRS work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.

(5) Any spoilage or any intermediate hard copy printout which may result during the processing of IRS data shall be given to the IRS Contracting Officer or his/her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and shall provide the IRS Contracting Officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) No work involving information furnished under this contract will be subcontracted without the specific approval of the IRS Contracting Officer.

(7) All computer systems processing, storing and transmitting tax data must meet or exceed computer access protection controls - (C2). To meet C2 requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation. All security features must be available (object reuse, audit trails,

identification\authentication, and discretionary access control) and activated to protect against unauthorized use of and access to tax information.

(8) Should a person (contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked, and the person (contractor or subcontractor) will be considered to be in breach of this contract.

[End of Clause]

IRSAP 1052.224-9000(d) Disclosure of "Official Use Only"

Any Treasury Department Information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the contractor or subcontractor at any tier shall require prior written approval of the IRS. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

[End of Clause]

IRSAP 1052.224-9001(a) Disclosure of Information--

(1) Each officer or employee of any person (contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus in the case of willful disclosure or a disclosure which is the result of gross negligence, punitive

damages, plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-.

(2) Each officer or employee of any person (contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (contractor or subcontractor) shall also notify each such officer and employee that any such unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection plus in the case of a willful inspection or an inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(I)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

[End of Clause]

IRSAP 1052.224-9001(b) Disclosure of Information-

Each officer or employee of the contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall be notified in writing by the contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

[End of Clause]

DOL - WAGE DETERMINATIONREGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210William W. Gross
DirectorDivision of
Wage Determinations**Wage Determination No.: 1994-2531****Revision No.: 26****Date Of Last Revision: 08/25/2004****State: Utah****Area: Utah Statewide**

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE**MINIMUM WAGE RATE**

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.83
01012 - Accounting Clerk II	10.05
01013 - Accounting Clerk III	12.37
01014 - Accounting Clerk IV	14.53
01030 - Court Reporter	13.32
01050 - Dispatcher, Motor Vehicle	15.31
01060 - Document Preparation Clerk	10.27
01070 - Messenger (Courier)	8.97
01090 - Duplicating Machine Operator	10.27
01110 - Film/Tape Librarian	9.78
01115 - General Clerk I	8.50
01116 - General Clerk II	9.94
01117 - General Clerk III	10.54
01118 - General Clerk IV	12.69
01120 - Housing Referral Assistant	14.91
01131 - Key Entry Operator I	10.27
01132 - Key Entry Operator II	12.20
01191 - Order Clerk I	11.81 Daily
01192 - Order Clerk II	13.64
01261 - Personnel Assistant (Employment) I	11.39
01262 - Personnel Assistant (Employment) II	12.55
01263 - Personnel Assistant (Employment) III	13.19
01264 - Personnel Assistant (Employment) IV	14.65

01270 - Production Control Clerk	14.86	
01290 - Rental Clerk	9.78	
01300 - Scheduler, Maintenance		11.61
01311 - Secretary I	11.61	
01312 - Secretary II	13.06	
01313 - Secretary III	14.91	
01314 - Secretary IV	17.73	
01315 - Secretary V	19.22	
01320 - Service Order Dispatcher		13.62
01341 - Stenographer I	12.53	
01342 - Stenographer II	14.08	
01400 - Supply Technician	17.73	
01420 - Survey Worker (Interviewer)	11.00	
01460 - Switchboard Operator-Receptionist	10.05	
01510 - Test Examiner	13.06	
01520 - Test Proctor	13.06	
01531 - Travel Clerk I	10.27	
01532 - Travel Clerk II	10.96	
01533 - Travel Clerk III	11.54	
01611 - Word Processor I	11.73	
01612 - Word Processor II	15.88	
01613 - Word Processor III	17.61	
03000 - Automatic Data Processing Occupations		
03010 - Computer Data Librarian	9.42	
03041 - Computer Operator I	11.04	
03042 - Computer Operator II	13.96	
03043 - Computer Operator III	18.14	
03044 - Computer Operator IV	19.77	
03045 - Computer Operator V	21.91	
03071 - Computer Programmer I (1)	18.30	
03072 - Computer Programmer II (1)	21.16	
03073 - Computer Programmer III (1)	25.99	
03074 - Computer Programmer IV (1)	27.62	
03101 - Computer Systems Analyst I (1)	22.37	
03102 - Computer Systems Analyst II (1)	26.53	
03103 - Computer Systems Analyst III (1)	27.62	
03160 - Peripheral Equipment Operator	11.04	
05000 - Automotive Service Occupations		
05005 - Automotive Body Repairer, Fiberglass	15.94	
05010 - Automotive Glass Installer	15.06	
05040 - Automotive Worker	15.03	
05070 - Electrician, Automotive	15.86	
05100 - Mobile Equipment Servicer	13.37	
05130 - Motor Equipment Metal Mechanic	16.52	

05160 - Motor Equipment Metal Worker	15.03	
05190 - Motor Vehicle Mechanic	15.64	
05220 - Motor Vehicle Mechanic Helper	12.38	
05250 - Motor Vehicle Upholstery Worker	14.20	
05280 - Motor Vehicle Wrecker	15.03	
05310 - Painter, Automotive	15.86	
05340 - Radiator Repair Specialist	15.03	
05370 - Tire Repairer	12.41	
05400 - Transmission Repair Specialist	16.52	
07000 - Food Preparation and Service Occupations		
(not set) - Food Service Worker	7.58	
07010 - Baker	10.38	
07041 - Cook I	9.03	
07042 - Cook II	10.22	
07070 - Dishwasher	7.02	
07130 - Meat Cutter	12.75	
07250 - Waiter/Waitress	7.51	
09000 - Furniture Maintenance and Repair Occupations		
09010 - Electrostatic Spray Painter	15.76	
09040 - Furniture Handler	11.34	
09070 - Furniture Refinisher	15.76	
09100 - Furniture Refinisher Helper	11.89	
09110 - Furniture Repairer, Minor		13.64
09130 - Upholsterer	15.76	
11030 - General Services and Support Occupations		
11030 - Cleaner, Vehicles	8.26	
11060 - Elevator Operator	7.92	
11090 - Gardener	11.79	
11121 - House Keeping Aid I	7.80	
11122 - House Keeping Aid II	8.27	
11150 - Janitor	8.69	
11210 - Laborer, Grounds Maintenance	9.79	
11240 - Maid or Houseman	7.80	
11270 - Pest Controller	11.50	
11300 - Refuse Collector	9.16	
11330 - Tractor Operator	11.40	
11360 - Window Cleaner	8.23	
12000 - Health Occupations		
12020 - Dental Assistant	11.19	
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		10.97
12071 - Licensed Practical Nurse I	11.37	
12072 - Licensed Practical Nurse II		12.78
12073 - Licensed Practical Nurse III		14.29
12100 - Medical Assistant	10.47	

12130 - Medical Laboratory Technician	11.00
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.07
12222 - Nursing Assistant II	9.07
12223 - Nursing Assistant III	9.91
12224 - Nursing Assistant IV	11.11
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.57
12311 - Registered Nurse I	18.24
12312 - Registered Nurse II	22.54
12313 - Registered Nurse II, Specialist	22.54
12314 - Registered Nurse III	30.02
12315 - Registered Nurse III, Anesthetist	30.02
12316 - Registered Nurse IV	33.52
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.49
13011 - Exhibits Specialist I	14.54
13012 - Exhibits Specialist II	17.70
13013 - Exhibits Specialist III	21.59
13041 - Illustrator I	15.75
13042 - Illustrator II	19.17
13043 - Illustrator III	23.39
13047 - Librarian	18.55
13050 - Library Technician	10.72
13071 - Photographer I	15.07
13072 - Photographer II	17.59
13073 - Photographer III	21.42
13074 - Photographer IV	26.13
13075 - Photographer V	31.70
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.68
15030 - Counter Attendant	7.68
15040 - Dry Cleaner	9.90
15070 - Finisher, Flatwork, Machine	7.68
15090 - Presser, Hand	7.68
15100 - Presser, Machine, Drycleaning	7.68
15130 - Presser, Machine, Shirts	7.68
15160 - Presser, Machine, Wearing Apparel, Laundry	7.68
15190 - Sewing Machine Operator	10.57
15220 - Tailor	11.14
15250 - Washer, Machine	8.58

19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.41
19040 - Tool and Die Maker	18.54
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.04
21020 - Material Coordinator	15.62
21030 - Material Expediter	15.62
21040 - Material Handling Laborer	11.67
21050 - Order Filler	10.28
21071 - Forklift Operator	12.28
21080 - Production Line Worker (Food Processing)	12.28
21100 - Shipping/Receiving Clerk	11.55
21130 - Shipping Packer	11.55
21140 - Store Worker I	9.01
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.55
21210 - Tools and Parts Attendant	12.28
21400 - Warehouse Specialist	12.28
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.03
23040 - Aircraft Mechanic Helper	13.11
23050 - Aircraft Quality Control Inspector	19.04
23060 - Aircraft Servicer	15.11
23070 - Aircraft Worker	16.13
23100 - Appliance Mechanic	15.23
23120 - Bicycle Repairer	12.41
23125 - Cable Splicer	22.07
23130 - Carpenter, Maintenance	15.57
23140 - Carpet Layer	16.59
23160 - Electrician, Maintenance	18.42
23181 - Electronics Technician, Maintenance I	16.25
23182 - Electronics Technician, Maintenance II	23.20
23183 - Electronics Technician, Maintenance III	25.14
23260 - Fabric Worker	14.46
23290 - Fire Alarm System Mechanic	17.64
23310 - Fire Extinguisher Repairer	13.40
23340 - Fuel Distribution System Mechanic	19.08
23370 - General Maintenance Worker	13.99
23400 - Heating, Refrigeration and Air Conditioning Mechanic	16.41
23430 - Heavy Equipment Mechanic	17.80
23440 - Heavy Equipment Operator	17.20
23460 - Instrument Mechanic	17.64
23470 - Laborer	9.16
23500 - Locksmith	15.23
23530 - Machinery Maintenance Mechanic	20.19

23550 - Machinist, Maintenance	15.86
23580 - Maintenance Trades Helper	11.89
23640 - Millwright	16.08
23700 - Office Appliance Repairer	16.58
23740 - Painter, Aircraft	16.75
23760 - Painter, Maintenance	15.23
23790 - Pipefitter, Maintenance	19.45
23800 - Plumber, Maintenance	18.68
23820 - Pneudraulic Systems Mechanic	17.70
23850 - Rigger	17.45
23870 - Scale Mechanic	15.52
23890 - Sheet-Metal Worker, Maintenance	17.45
23910 - Small Engine Mechanic	14.43
23930 - Telecommunication Mechanic I	15.86
23931 - Telecommunication Mechanic II	16.49
23950 - Telephone Lineman	16.49
23960 - Welder, Combination, Maintenance	15.86
23965 - Well Driller	16.67
23970 - Woodcraft Worker	15.86
23980 - Woodworker	12.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.85
24580 - Child Care Center Clerk	11.05
24600 - Chore Aid	7.25
24630 - Homemaker	12.24
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.65
25040 - Sewage Plant Operator	16.75
25070 - Stationary Engineer	20.65
25190 - Ventilation Equipment Tender	13.11
25210 - Water Treatment Plant Operator	16.75
27000 - Protective Service Occupations	
(not set) - Police Officer	21.39
27004 - Alarm Monitor	13.37
27006 - Corrections Officer	19.80
27010 - Court Security Officer	19.14
27040 - Detention Officer	18.00
27070 - Firefighter	18.02
27101 - Guard I	8.54
27102 - Guard II	13.66
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.62
28020 - Hatch Tender	15.62
28030 - Line Handler	15.62
28040 - Stevedore I	16.19

28050 - Stevedore II	18.90	
29000 - Technical Occupations		
21150 - Graphic Artist	17.03	
29010 - Air Traffic Control Specialist, Center (2)	30.50	
29011 - Air Traffic Control Specialist, Station (2)	21.03	
29012 - Air Traffic Control Specialist, Terminal (2)	23.16	
29023 - Archeological Technician I	15.26	
29024 - Archeological Technician II	17.06	
29025 - Archeological Technician III	21.14	
29030 - Cartographic Technician		20.36
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.37	
29040 - Civil Engineering Technician	17.99	
29061 - Drafter I	11.13	
29062 - Drafter II	14.87	
29063 - Drafter III	17.44	
29064 - Drafter IV	22.08	
29081 - Engineering Technician I		11.28
29082 - Engineering Technician II	13.77	
29083 - Engineering Technician III	16.62	
29084 - Engineering Technician IV	21.15	
29085 - Engineering Technician V	23.28	
29086 - Engineering Technician VI	26.68	
29090 - Environmental Technician	18.58	
29100 - Flight Simulator/Instructor (Pilot)	26.53	
29160 - Instructor	18.88	
29210 - Laboratory Technician	16.62	
29240 - Mathematical Technician	22.08	
29361 - Paralegal/Legal Assistant I	13.76	
29362 - Paralegal/Legal Assistant II	16.37	
29363 - Paralegal/Legal Assistant III		18.18
29364 - Paralegal/Legal Assistant IV	24.86	
29390 - Photooptics Technician	22.08	
29480 - Technical Writer	23.69	
29491 - Unexploded Ordnance (UXO) Technician I	19.38	
29492 - Unexploded Ordnance (UXO) Technician II	23.45	
29493 - Unexploded Ordnance (UXO) Technician III	28.11	
29494 - Unexploded (UXO) Safety Escort	19.38	
29495 - Unexploded (UXO) Sweep Personnel	19.38	
29620 - Weather Observer, Senior (3)	18.66	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)		16.80
29622 - Weather Observer, Upper Air (3)	16.80	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	13.86	

31260 - Parking and Lot Attendant	7.64	
31290 - Shuttle Bus Driver	10.64	
31300 - Taxi Driver	9.46	
31361 - Truckdriver, Light Truck	10.64	
31362 - Truckdriver, Medium Truck	15.87	
31363 - Truckdriver, Heavy Truck	16.85	
31364 - Truckdriver, Tractor-Trailer	16.85	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	9.22	
99030 - Cashier	7.66	
99041 - Carnival Equipment Operator	9.22	
99042 - Carnival Equipment Repairer	9.87	
99043 - Carnival Worker	7.26	
99050 - Desk Clerk	8.85	
99095 - Embalmer	19.14	
99300 - Lifeguard	10.19	
99310 - Mortician	19.14	
99350 - Park Attendant (Aide)	12.79	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.56	
99500 - Recreation Specialist	12.24	
99510 - Recycling Worker	11.59	
99610 - Sales Clerk	10.06	
99620 - School Crossing Guard (Crosswalk Attendant)	8.33	
99630 - Sport Official	9.56	
99658 - Survey Party Chief (Chief of Party)	15.41	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.00	
99660 - Surveying Aide	10.97	
99690 - Swimming Pool Operator	11.94	
99720 - Vending Machine Attendant	9.86	
99730 - Vending Machine Repairer	11.94	
99740 - Vending Machine Repairer Helper	9.86	

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of

Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.